

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

LOUIS SCARANTINO, Individually and	)	
On Behalf of All Others Similarly	)	
Situated,	)	
	)	
Plaintiff,	)	Case No. 0:17-cv-01066-PAM-TNL
	)	
v.	)	
	)	
SILVER BAY REALTY TRUST CORP.,	)	
IRVIN R. KESSLER, THOMAS W.	)	
BROCK, TANUJA M. DEHNE,	)	
STEPHEN G. KASNET, THOMAS E.	)	
SIERING, DARYL J. CARTER, W.	)	
REID SANDERS, MARK WELD,	)	
SILVER BAY MANAGEMENT LLC,	)	
SILVER BAY OPERATING	)	
PARTNERSHIP L.P., TRICON	)	
CAPITAL GROUP INC., TAH	)	
ACQUISITION HOLDINGS LLC, and	)	
TAH ACQUISITION LP,	)	
	)	
Defendants.	)	

**STIPULATION REGARDING CLOSURE OF THE ACTION**

WHEREAS, on February 27, 2017, Silver Bay Realty Trust Corp. (“Silver Bay” or the “Company”) and Tricon Capital Group, Inc. (“Tricon”) announced that they had entered into an Agreement and Plan of Merger (the “Merger Agreement”) pursuant to which Tricon would acquire all of the outstanding shares of Silver Bay in exchange for \$21.50 in cash per Silver Bay share (the “Transaction”);

WHEREAS, on March 28, 2017, Silver Bay filed a Schedule 14A Definitive Proxy Statement (the “Proxy”) with the United States Securities and Exchange Commission (“SEC”). Among other things, the Proxy (i) summarized the Merger

Agreement, (ii) provided an account of the events leading up to the execution of the Merger Agreement, (iii) stated that Silver Bay's board of directors determined that the Transaction was in the best interests of Silver Bay's stockholders and recommended the Transaction, and (iv) summarized the valuation analyses and fairness opinion by the financial advisor to Silver Bay;

WHEREAS, on April 5, 2017, plaintiff Louis Scarantino ("Plaintiff") filed a class action lawsuit in the United States District Court for the District of Minnesota, on behalf of himself and other public stockholders of Silver Bay, challenging the adequacy of the disclosures made in the Proxy, captioned *Scarantino v. Silver Bay Realty Trust Corp.*, Case No. 0:17-cv-01066-PAM-TNL (the "Complaint" filed in the "Action");

WHEREAS, the Complaint alleged, among other things, that defendants Silver Bay, Silver Bay Management LLC, Silver Bay Operating Partnership L.P., Thomas W. Brock, Daryl J. Carter, Tanuja M. Dehne, Stephen G. Kasnet, Irvin R. Kessler, W. Reid Sanders, Thomas E. Siering, Mark Weld Tricon Capital Group Inc., TAH Acquisition Holdings LLC, and TAH Acquisition LP (collectively, the "Defendants") committed disclosure violations under Sections 14(a) and/or 20(a) of the Securities and Exchange Act of 1934 (the "Exchange Act"), and Rule 14a-9 promulgated thereunder;

WHEREAS, counsel for the parties engaged in arm's-length negotiations to attempt to resolve the claims raised in the Complaint;

WHEREAS, on April 21, 2017, the parties agreed on supplemental disclosures related to the Transaction (the "Supplemental Disclosures"), which addressed and mooted Plaintiff's claims regarding the disclosures in the Proxy;

WHEREAS, Defendants filed a Form 8-K containing the Supplemental Disclosures with the SEC on April 24, 2017;

WHEREAS, on May 5, 2017, the stockholders of Silver Bay voted to approve the Transaction;

WHEREAS, on May 9, 2017, the Transaction was consummated;

WHEREAS, on May 11, 2017, Plaintiff filed a Stipulation of Dismissal, joined by Defendants, agreeing to the dismissal of Plaintiff's claims with prejudice, preserving the Court's jurisdiction for a potential application for attorney's fees and expenses (the "Fee and Expense Application");

WHEREAS, the parties subsequently negotiated at arm's length to resolve the Fee and Expense Application;

WHEREAS, the parties have reached agreement with respect to the Fee and Expense Application, without the need of further litigation, which fees and expenses in the amount of \$350,000 (the "Agreed Fee") shall be paid within seven (7) days of entry of the [Proposed] Order Closing the Action;

WHEREAS, Defendants have denied and continue to deny any wrongdoing and contend that no claim asserted in the Action was ever meritorious; and

WHEREAS, no class has been certified in the Action;

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for the respective parties:

1. Defendants shall pay to Plaintiff's counsel the Agreed Fee within seven (7) days of the entry of the [Proposed] Order Closing the Action.

**ALTMAN & IZEK**

By: s/ Adam Altman

Adam Altman  
901 North Third Street, Suite 140  
Minneapolis, MN 55401  
Telephone: (612) 335-3700  
Email: adam@altmanizek.com

*Attorneys for Plaintiff*

**OF COUNSEL:**

**RIGRODSKY & LONG, P.A.**

Brian D. Long  
Gina M. Serra  
2 Righter Parkway, Suite 120  
Wilmington, DE 19803  
Telephone: (302) 295-5310  
Email: bdl@rl-legal.com  
gms@rl-legal.com

**RM LAW, P.C.**

1055 Westlakes Drive, Suite 3112  
Berwyn, PA 19312  
Telephone: (484) 324-6800  
Email: rm@maniskas.com

**FOX ROTHSCHILD LLP**

By: s/ Bret A. Puls

Bret A. Puls  
Campbell Mithun Tower, Suite 2000  
222 South Ninth Street  
Minneapolis, MN 55402  
Telephone: (612) 607-7000  
Email: bpuls@foxrothschild.com

*Attorneys for Defendants*

**OF COUNSEL:**

**ORRICK, HERRINGTON &  
SUTCLIFFE LLP**

James N. Kramer  
Alex Talarides  
The Orrick Building  
405 Howard Street  
San Francisco, CA 94105  
Telephone: (415) 773-4254  
Email: jkramer@orrick.com  
atalarides@orrick.com